

**NORTH CAROLINA
HARNETT COUNTY**

**OFFER TO PURCHASE AND
CONTRACT OF SALE**

THIS CONTRACT OF SALE, made and entered into this 5th day of May 2021, by and between Lyon Builders, Inc, (the "Seller") and 2020 Holdings, LLC., and/or assigns (the "Buyer").

WITNESSETH:

IN CONSIDERATION of the mutual covenants, promises and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. **PROPERTY.** Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the fee simple property lying in Harnett, North Carolina.

Being 5 lots – Barbecue Church Road Sanford

- Lot 1- 4943 Barbecue Church Road
- Lot 2- 4923 Barbecue Church Road
- Lot 3- 4903 Barbecue Church Road
- Lot 4- 4934 Barbecue Church Road
- Lot 5- 4912 Barbecue Church Road

2. **PURCHASE PRICE AND DEPOSIT.** Buyer shall pay to the Seller the sum of Two Hundred Thousand and No/100 (\$200,000) Dollars, the "Purchase Price". The Purchase price shall be paid as follows:

- A. **Due Diligence:** Purchaser shall deposit with Seller an amount equal to Nine Thousand Three Hundred Seventy Five and 00/100 (\$9,375.00) Dollars as Earnest Money Deposit which shall be credited against the purchase price at closing.
- B. **\$190,625** due at closing **on or before** June 15, 2021.

3. **CONDITIONS TO BUYER'S OBLIGATIONS.** The Buyer's obligation to purchase the Property pursuant to this Contract is contingent upon the following, all or any of which may be waived by the Buyer:

- A. From the Contract date until closing, Seller shall provide to Buyer, its agents, representatives and contractors, the right to enter upon the Property to make investigations, surveys, tests, and studies, and inspections, conducting marketing studies and feasibility studies, relating to the Property, and otherwise determining the feasibility of Purchaser's investment strategy for the Property.
- B. All deeds of trust, liens, and other charges against the Property must be paid and satisfied by Seller prior to or at closing such that cancellation

may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.

- C. Title must be delivered at closing by General or Special Warranty Deed unless otherwise stated herein, and title must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (pro-rated as of the day of Closing), utility easements, unviolated restrictive covenants that do not materially affect the value of the Property, zoning ordinances, road rights-of-way of record, other easements, and such other encumbrances as may be assumed or specifically approved by Buyer.
- D. The Buyer determining, in his sole discretion, that the Buyer's intended use of the Property for single family residential construction is economically feasible.
- E. The Seller has complied with and otherwise performed each of the covenants and obligations of the Seller under this Contract.
- F. All representations and warranties of Seller as set forth in this Contract shall be in all respects true and accurate as of the date of the Closing.
- G. Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and any other testing and surveying required by Buyer. Buyer assumes all responsibility for the acts of himself, his agents or representatives in exercising his rights under this paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom.

5. CLOSING. Closing shall occur on or before June 15, 2021. Buyer shall designate the place and time for Closing. Possession shall be delivered at Closing, unless otherwise agreed between the parties. At Closing, Seller shall deliver to Buyer a General or Special Warranty Deed, an Owner's Affidavit Regarding Liens, lien waiver forms, and any other documents customarily executed by Seller in similar transactions. Buyer shall deliver the balance of the Purchase price to Seller, giving credit to the Buyer for all Deposits pursuant to the terms of this Contract. The Closing shall be complete as of the date and time of the recording of the deed. The deed is to be made as directed by the Purchaser.

6. PRORATIONS AND CLOSING EXPENSES. Seller and Buyer agree that All real property taxes and property owner's association dues, if applicable, for the current calendar year shall be prorated based on the calendar year as of the date of Closing. Seller shall pay all deferred ad valorem taxes, past due taxes or assessments, any late penalties, and any and all taxes on personal property. Seller shall pay for the deed preparation, revenue stamps, and any other conveyance fees or taxes due from

Seller and Buyer shall pay all other expenses for fees and services attributable to Buyer closing.

7. ENVIRONMENTAL STATUS. Seller represents and warrants that it has no actual knowledge or notice of the presence or disposal on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101, as amended) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302, as amended) and amendments thereto, or such substances, materials, and wastes which are or may become regulated under any applicable local, state, or federal law. Seller further states that he has no actual knowledge or notice of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to his ownership of the Property.

8. RISK OF LOSS/DAMAGE REPAIR. Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate the Contract, and the Due Diligence Money shall be returned to Buyer. Except as to maintaining the Property in its present condition as of the date of the offer under this Contract, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing. For purposes herein "damage" shall be deemed to only include the condemnation of the property by a government or quasi-governmental entity.

9. SELLER KNOWLEDGE OR NOTICE. Seller has no knowledge or notice of (a) condemnation proceedings affecting or contemplated with respect to the Property; (b) actions, suits, or proceedings pending or threatened against the Property; (c) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (d) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property. Any confirmed assessments of any kind or nature shall be paid by the Seller, and Buyer shall take title subject to any and all pending assessments, if any, unless otherwise agreed by the parties.

10. COMPLIANCE. To the best of Seller's knowledge and belief, (a) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (b) performance of this Contract will not result in the breach of, constitute default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (c) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

11. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed for one hundred eighty (180) days. The warranties contained in the General Warranty Deed shall supersede those warranties of the Contract If any provision herein contained which by its nature and effect is required to be observed, kept, or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept, or performed.

12. APPLICABLE LAW. This Contract shall be construed under the Laws of the State of North Carolina.

13. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions, or deletions hereto must be in writing and signed by all parties hereto.

14. EXECUTION. This instrument shall become a binding contract when signed by both Buyer and Seller.

IN WITNESS WHEREOF, this Contract is executed under seal in signed multiple Originals, all of which constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "Seal" beside their signatures below.

BUYER:

SELLER:

Charles D. Blackwell
Charles D. Blackwell (May 5, 2021 17:21 EDT)

(SEAL)

Paul Lyon
Paul Lyon (May 5, 2021 18:43 EDT)

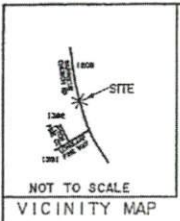
(SEAL)

2020 Holdings, LLC
By: Charles D. Blackwell

Lyon Builders, Inc
By: Paul A. Lyon

Date: 5/5/2021

Date: May 5, 2021



I HEREBY CERTIFY THAT THE DEVELOPMENT DEPICTED HEREON HAS BEEN GRANTED FINAL APPROVAL FROM HARNETT COUNTY E-911 ADDRESSING, ENVIRONMENTAL HEALTH, PLANNING, PUBLIC UTILITIES, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION. THIS PLAN IS SUBJECT TO ANY AND ALL CONDITIONS STATED BELOW AND IS ELIGIBLE FOR RECORDATION IN THE HARNETT COUNTY REGISTER OF DEEDS WITHIN THIRTY DAYS OF THE DATE BELOW.

811 ADDRESSING - N/A
PUBLIC UTILITIES NOT FOR CONSTRUCTION - Waterline E Side Barbecue Church Rd - No Sewer
NCDOT - Change of Use Permit/Driveway Permit
Seah J. Webster 9/18/2020
SUBDIVISION ADMINISTRATOR DATE

NOTE: LOTS 4 & 5 SHALL HAVE A SHARED DRIVEWAY EASEMENT. NO OTHER ACCESS TO S.R. 1209

NOTE: LOTS 1, 2 & 3 SHALL HAVE A SHARED DRIVEWAY EASEMENT. NO OTHER ACCESS TO S.R. 1209



I, MELVIN A. GRAHAM, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 883, PAGE 40, ETC.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK N/A, PAGE N/A; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10000; THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 18 DAY OF JUNE, A.D. 2020

Melvin A. Graham
MELVIN A. GRAHAM, PLS. REGISTRATION NUMBER L-3471

NOTES:
PROPERTY CONSIST OF A PORTION OF THE VERNA JEAN L. FIELDS PROPERTY AS RECORDED IN D.B. 983, PG. 40 HARNETT COUNTY REGISTRY.

ALL AREAS BY COORDINATE METHOD

PROPERTY NOT IN A WATERSHED

PROPERTY ZONED RA-20R FIRE HYDRANT AT INT. S.R. 1209 & S.R. 1392

COUNTY WATER & PRIVATE SEPTIC SYSTEM PID # 039569 0012

PROPERTY IN FLOOD ZONE X PIN # 9569-82-9117.000

REID # 0010699

TOTAL AREA = 3.57 AC.

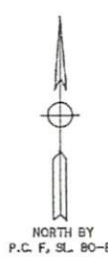
NOTE:
THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
Melvin A. Graham
SURVEYOR

STATE OF NORTH CAROLINA
COUNTY OF HARNETT
Michael W. Temple, REVIEW OFFICER OF HARNETT COUNTY
CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
DATE: 8-3-20 REVIEW OFFICER: Michael W. Temple

CERTIFICATE OF OWNERSHIP, DEDICATION AND JURISDICTION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OR AGENT OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED, AND ALL OF THE THINGS HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF HARNETT COUNTY EXCEPT:

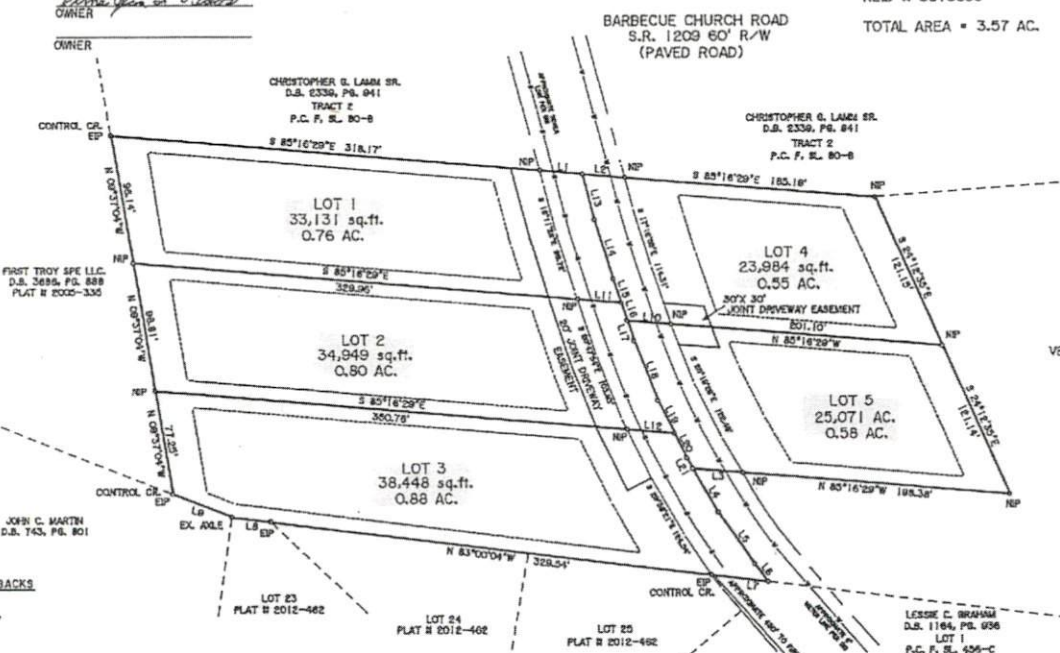
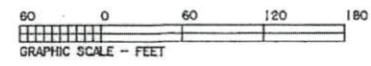
TAX PARCEL ID NUMBER
Verna Jean L. Fields
OWNER



MINIMUM BUILDING SETBACKS
FRONT - 35'
SIDELINES - 10'
SIDE STREET - 20'
REAR - 25'

NOTE: NO MORE THAN 5 LOTS ARE CREATED ON A STATE ROAD.

- LEGEND:
SIP-EXISTING 1200 PIPE OR 1800 BOD
SIP-NEW 1800 PIPE OR 1800 BOD
HOB-NEW RAILROAD SPIKE
FAR-EXISTING RAILROAD SPIKE
SPE-NEW P.C. RAIL
SPE-EXISTING P.C. RAIL
EOP-EXISTING CONCRETE MONUMENT
CL-CENTER LINE
PP-POWER POLE
LP-LIGHT POLE
R/W-RIGHT OF WAY
CP-CALCULATOR POINT
E-ELECTRICITY
M-GROUND ELEVATION
-R-R-FENCE



NOTE:
THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT OF WAYS, AND AGREEMENTS OF RECORD PRIOR TO THIS PLAN.

AREA IN R/W

LOT 1	= 0.07 AC +/-
LOT 2	= 0.07 AC +/-
LOT 3	= 0.08 AC +/-
LOT 4	= 0.08 AC +/-
LOT 5	= 0.08 AC +/-

COURSE	BEARING	DISTANCE
L1	S 85°16'29"E	31.88'
L2	S 85°16'29"E	31.88'
L3	N 80°16'29"W	36.40'
L4	S 89°50'03"E	37.21'
L5	S 34°52'44"E	46.20'
L6	S 37°00'31"E	16.81'
L7	N 83°00'18"W	41.40'
L8	N 83°00'18"W	23.54'
L9	N 68°37'17"W	46.60'
L10	N 85°16'29"W	36.60'
L11	S 85°16'29"E	32.68'
L12	S 85°16'29"E	33.08'
L13	S 10°02'11"E	35.48'
L14	S 17°02'19"E	46.17'
L15	S 18°33'41"E	18.44'
L16	S 18°33'41"E	14.02'
L17	S 18°33'41"E	18.25'
L18	S 21°30'58"E	47.74'
L19	S 26°30'09"E	27.15'
L20	S 26°30'09"E	25.50'
L21	S 26°30'09"E	8.22'



FOR REGISTRATION
Kimberly S. Hargrave
Register of Deeds
Harnett County, NC
2020 AUG 20 09:14:17 PM
8612227 P.C. 288-266
S.E. 212, 86
INSTRUMENT # 2020012187
TUESDAY
2020012187

THIS PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO MAP NUMBER: 371056BOOK OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY. EFF. DATE: 10/03/08

NORTH CAROLINA, HARNETT COUNTY
PRESENTED FOR REGISTRATION ON THE 3rd DAY OF August 2020 at 3:09 PM
RECORDED BY MY DEPUTY
Kimberly S. Hargrave
REGISTER OF DEEDS

By: Imedi S. Webster, Deputy

TOWNSHIP	COUNTY	STATE
BARBEQUE	HARNETT	NC
MINOR SURVEY FOR		DATE: 06/18/2020
LYON BUILDERS INC. P.O. BOX 569 OLIVIA, NC 28368		SCALE: 1"=60'
OWNER: VERNA JEAN L. FIELDS 358 HILLCREST AVE. GOLDSTON, NC 27326		PROJECT: 1720
MELVIN A. GRAHAM, PLS. 3679 NICHOLSON ROAD CAMERON, NC 28328 PHONE: 910-349-6174		REVISION:

CDB

2020 HOLDINGS LLC
350 WAGONER DR
FAYETTEVILLE, NC 28303

5110

63-1176/670
6136

DATE 5/05/21

CHECK IMAGE
FACSIMILE

PAY TO THE ORDER OF

Lyon Builders Inc.

\$ 9,375.00

Thirty Three Hundred Ninety Five & no/100

DOLLARS

Photo Safe Deposit®
Details on back

 **FIRST HORIZON**

www.firsthorizon.com

FOR

lots L5 Barbeque Church RD

Paul ML

⑈005110⑈ ⑆067011760⑆ 220002270919⑈

CDB
CDB









Paul Lyon OTP

Final Audit Report

2021-05-05

Created:	2021-05-05
By:	Samantha Grossman (samantha@weavercompanies.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3PHjXMoqGvSe1XYM66JvgiFYbw1dc60

"Paul Lyon OTP" History

-  Document created by Samantha Grossman (samantha@weavercompanies.com)
2021-05-05 - 9:20:10 PM GMT - IP address: 65.187.226.182
-  Document emailed to Paul Lyon (lyonp70@gmail.com) for signature
2021-05-05 - 9:21:05 PM GMT
-  Document emailed to Charles D. Blackwell (dustin@weavercompanies.com) for signature
2021-05-05 - 9:21:05 PM GMT
-  Email viewed by Charles D. Blackwell (dustin@weavercompanies.com)
2021-05-05 - 9:21:10 PM GMT - IP address: 66.249.88.147
-  Document e-signed by Charles D. Blackwell (dustin@weavercompanies.com)
Signature Date: 2021-05-05 - 9:21:53 PM GMT - Time Source: server- IP address: 65.187.226.182
-  Email viewed by Paul Lyon (lyonp70@gmail.com)
2021-05-05 - 9:55:55 PM GMT - IP address: 107.77.236.26
-  Document e-signed by Paul Lyon (lyonp70@gmail.com)
Signature Date: 2021-05-05 - 10:43:59 PM GMT - Time Source: server- IP address: 107.77.233.48
-  Agreement completed.
2021-05-05 - 10:43:59 PM GMT